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LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
RICHARD N. BAGENSTOS  
JAMES C. MARTIN, JR.\*

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

OF COUNSEL  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEX  
440367 A AND A

TELEFAX  
(202) 393-2156

September 26, 1989

RECORDATION NO. 5951-B FILED 1425

SEP 26 1989 -11 55 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three executed counterparts and two copies of an Instrument of Satisfaction, Release and Bill of Sale dated as of August 7, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The primary document to which the enclosure relates is recorded under Recordation Number 5951.

The names and addresses of the parties to the enclosed document are:

Mercantile-Safe Deposit and Trust Company (Agent)  
Two Hopkins Plaza  
Baltimore, MD 21203

Bankers Trust Company (Trustee and Lessor)  
280 Park Avenue, 10th West Building  
New York, NY 10017

CSX Transportation, Inc. (Vendee)  
successor by merger to  
The Chesapeake and Ohio Railway Company  
100 North Charles Street  
Baltimore, MD 21201

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

*Alvord*

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
September 26, 1989  
Page 2


Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordatiao fee.

Kindly return stamped copies of the enclosed document not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, NW, Washington, DC 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

"Full and Complete Release"

Very truly yours,

  
Charles T. Kappler

CTK/skh  
Enclosures

SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>UNIT NUMBERS</u>
SD-40 ROAD LOCOMOTIVE	C&O 7527 - 7536

RECORDATION NO. 5951-13  
SEP 26 1989 - 11 55 AM  
FILED 1425  
INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION, RELEASE AND BILL OF SALE dated as of August 7, 1989 among Bankers Trust Company, as Trustee and Lessor, Mercantile-Safe Deposit and Trust Company, as Agent, and CSX Transportation, Inc., successor by merger to The Chesapeake and Ohio Railway Company (C&O), as Lessee.

**WITNESSETH**

WHEREAS, by a Conditional Sale Agreement dated as of February 1, 1971 (CSA) among General Motors Corporation (Electro-Motive Division), the "Manufacturer", the Trustee and C&O, the Manufacturer agreed to sell to the Trustee its interest in the railroad equipment described in Schedule A, thereto ("Equipment");

WHEREAS, by an Agreement and Assignment, dated as of February 1, 1971, (hereinafter called the Assignment) between the Manufacturer and the Agent, the Manufacturer assigned its interests in the Conditional Sale Agreement to the Agent;

WHEREAS, by a Lease of Railroad Equipment dated as of February 1, 1971 ("Lease") between the Lessor and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Agent under the CSA.

WHEREAS, the CSA and the Assignment were filed and recorded with the Interstate Commerce Commission on February 22, 1971 and assigned Recordation No. 5951;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission on February 22, 1971 and assigned Recordation No. 5951-A;

WHEREAS, the Lessee has acquired the Equipment presently covered by the CSA, the Assignment and the Lease; and

WHEREAS, the parties hereto desire to execute this Instrument to evidence for the public record the satisfaction and release of all the rights and obligations of the parties under the CSA, the Assignment and the Lease.

NOW, THEREFORE, in consideration of the premises, it is agreed:

The parties hereto do hereby acknowledge and confirm for the public record the satisfaction and release of all rights and obligations of the parties arising under the CSA, the Assignment and the Lease.

The Agent does hereby release its security interests in the Equipment and transfers to the Lessor its security title and property in and to the Equipment, free of all claims, rights, liens, security interest and other encumbrances created by,

or retained under, the CSA and the Assignment.

The Lessor does hereby release its security interests in the Equipment and transfers to the Lessee its security title and property in and to the Equipment, free of all claims, rights, liens, security interests and other encumbrances created by, or retained under, the Lease.

The Lessor does hereby sell and transfer to the Lessee all of its rights, title and interest in and to the equipment listed and described in the CSA and the Lease, to have and to hold the same unto Lessee, its successors and assigns forever,

WARRANTIES :

- (1) The Lessor represents and warrants that the Equipment is free and clear of liens and encumbrances arising by, through or under Lessor.
- (2) The Lessor represents and warrants that it has not executed any Bill of Sale or other instrument which by its express terms purported to transfer title to the Equipment to any other person.

THE LESSOR IS SELLING THE EQUIPMENT "AS IS" AND "WHERE IS" AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO DESIGN, VALUE OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS IS SPECIFICALLY SET FORTH IN PARAGRAPHS (1) AND (2) ABOVE. THE LESSOR SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

The Lessee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Instrument may be executed in two or more counterparts each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Instrument to be executed as of the date first above written.

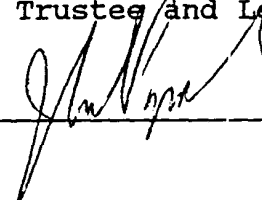
MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY as Agent

By   
VICE PRESIDENT


(Corporate Seal)  
ATTEST:

  
ASSISTANT CORPORATE  
TRUST OFFICER

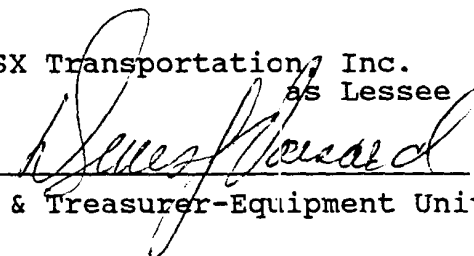
BANKERS TRUST COMPANY  
as Trustee and Lessor

By 

(Corporate Seal)

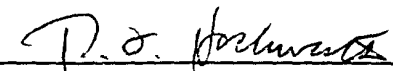
ATTEST:  
  
Corporate Trust Officer

CSX Transportation, Inc.  
as Lessee

By   
AVP & Treasurer-Equipment Unit

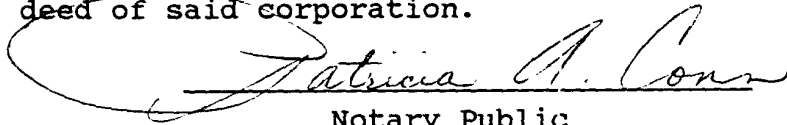
(Corporate Seal)

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND )  
 )  
CITY OF BALTIMORE ) SS:

On this 11th day of SEPTEMBER, 1989, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

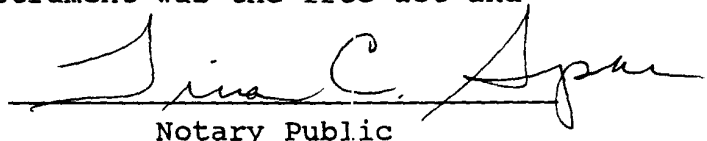
  
Notary Public

My commission expires 7-1-90

(NOTORIAL SEAL)

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS:

On this 15th day of SEPT, 1989, before me personally appeared JOHN S. POPOVITCH, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Bankers Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My commission expires

TINA C. SPAR  
Notary Public, State of New York  
No. 4830119  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires December 31, 1989

(NOTORIAL SEAL)

STATE OF MARYLAND )  
 )  
CITY OF BALTIMORE )

SS:

On this 21st day of Sept, 1989, before me personally appeared R.F. Hohworth, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Glenda J. Green

Notary Public

My commission expires

July 1, 1990

(NOTORIAL SEAL)



SCHEDULE A

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>UNIT NUMBERS</u>
SD-40 ROAD LOCOMOTIVE	C&O 7527 - 7536